

United States Courts  
Southern District of Texas  
FILED

MAY 23 2017

UNITED STATES DISTRICT COURT

IN AND FOR THE SOUTHERN DISTRICT OF TEXAS

David J. Bradley, Clerk of Court

HOUSTON DIVISION

STELLA IMANUEL

CIVIL DOCKET

**17-1575**

VS.

JUDGE \_\_\_\_\_

FOREMOST INSURANCE COMPANY  
AND ONAIWU, MONDAY E., LCB  
INSURANCE AGENCY

MAGISTRATE \_\_\_\_\_

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, STELLA IMANUEL, hereafter referred to as Plaintiff, by and through her attorney of record, complaining of **FOREMOST INSURANCE COMPANY**, hereinafter referred to as Defendant, and for cause of action which would show the Court as follow:

**I**

Plaintiff, **STELLA IMANUEL**, is and at all times hereafter mentioned is a resident of Katy, Fort Bend County, Texas. Plaintiff intends for Discovery to be conducted under level 1 of the Texas Rules of Civil Procedure.

Defendant herein are **FOREMOST INSURANCE COMPANY**, a foreign corporation duly authorized to do and doing business in the State of Texas and may be served with process through their registered attorney for service, Christine Granger, 15700 Long Vista Drive, Austin, Texas 78728-3822; and Onaiwu, Monday E., LCB Insurance Agency, whose primary place of business is located at 12311 W. Bellfort Avenue, Stafford, Texas 77477-1312. Service of said Defendant as described above can be effected by certified mail, return receipt requested.

## II

The subject matter in controversy is within the jurisdictional limits of this court. This Court has jurisdiction over Defendants because said defendants are domestic companies that are licensed to do business and doing business in the State of Texas. Venue in Fort Bend County is proper in this case under Civil Practice and remedies Code Section 15.002 (a)(1) in that all or a substantial part of the events or omissions giving rise to this claim occurred in Fort Bend County, Texas.

## III

On or about December 13, 2013, Plaintiff purchased the house located at 25231 Roesner Lane, in Katy, Texas from Southern Heritage Bank. The deed of trust from the transaction was recorded in Fort Bend County on January 3, 2014.

## IV

Contemporary with the purchase of the home, Plaintiff purchased a Flood Insurance policy from Defendant, Foremost Insurance Company through its agent, Onaiwu, Monday E., LCB Insurance Agency.

## V.

On or about, May 22, 2016, Plaintiff incorporated in the State of Louisiana, The Fire Power Ministry. Plaintiff was listed as the main shareholder and as a director of Fire Power Ministry, as well as its Chief Operating Officer.

## VI.

The above mentioned home, was used primarily as a base of operation for Fire Power Ministry in the State of Texas. In December 2015, plaintiff transferred ownership of the above mentioned home to Fire Power Ministry.

## VII.

Upon transferring ownership of the home to Fire Power Ministry, Plaintiff contacted Foremost Insurance Company through its agent, Defendant, Onaiwu, Monday E., LCB Insurance Agency, and requested that Fire Power Ministry be listed as an additional insured under the policy because the property was used primarily for the ministry and the pastor's residence. Plaintiff made this request on numerous occasions over a period of two years. Defendant, Onaiwu, Monday E., LCB Insurance Agency never responded to the plaintiff's request to amend the policy.

## VIII.

On or about April 18, 2016, the home was severely damaged in a flood to the point that it is completely unusable by the plaintiff and Fire Power Ministry. Plaintiff file a claim with Defendant, Foremost. Defendant, Foremost, denied the claim in a letter date June 3, 2016, in which, Defendant, Foremost asserted that Plaintiff has no insurable interest in the property. Plaintiff appeal, this decision and the appeal was denied.

## IX.

Plaintiff alleges that the defendant, **FOREMOST INSURANCE COMPANY** has refused to attempt to in good faith to effect a prompt, fair and equitable settlement of the claim referred to hereinabove for which has become liability has become reasonable clearly in violation of Texas Insurance Code § 542.003(a)(4) and Texas Business and Commerce Code §41. Therefore, Plaintiff is entitled to attorney fees and punitive damages in accordance with Texas Business and Commerce Code.

## X.

Plaintiff further alleges that the defendant, Onaiwu, Monday E., LCB Insurance Agency failure to make the changes to the policy as requested by Plaintiff is in violation of Texas Insurance Code and Texas Business and Commerce Code §41. Therefore, Plaintiff is entitled to attorney fees and punitive damages in accordance with Texas Business and Commerce Code.

**XI.**


Plaintiff further alleges that the defendants are in breach of the insurance contract and therefore are liable for the full amount of coverage as provided in the contract.

**XII.**

Plaintiff further alleges that because the defendants has failed to compensate her in accordance with the terms of the flood insurance contract that the parties entered into, Plaintiff and Fire Power Ministries has suffered damages from the loss of use of the property and is entitled to be compensated for said loss of use.

**WHEREFORE, PREMISE CONSIDERED,** Plaintiff prays that the Defendants be served with citation herein; that upon final trial and hearing hereof, plaintiff have judgment against the Defendants, establishing their liability to plaintiff for the above stated damages and insurance benefits for prejudgment interest, for post-judgment interest for costs of Court, and for attorney fees and punitive damages and such other and further relief, at law and in equity, both general and special, to which she may justly entitled and for which she will ever pray.

Respectfully submitted,

  
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